

**UNIVERSITY OF BIRMINGHAM**  
**REGULATIONS OF THE UNIVERSITY OF BIRMINGHAM**  
**SECTION 5 - ADMISSION AND REGISTRATION**

**Executive Brief**

Sets out the Regulations governing admission of Students to the University and the terms and obligations which apply to Registered Students.

**Section 5. Admission and Registration**

**5.1. Admission Procedures**

**5.1.1 General**

- 5.1.1 (a) Every applicant for admission to the University must normally have reached the age of 17 years on 1 October of the year of entry.
- 5.1.1 (b) The requirements for entrance to the programmes of study offered by the University shall be as specified in the appropriate University publications.
- 5.1.1 (c) (i) Applications for first-degree programmes of study must be made through the Universities and Colleges Admissions Service except where indicated in appropriate University publications.
- (ii) Applications for all other programmes must be made direct to the University except where indicated in appropriate University publications.
- 5.1.1 (d) An applicant may be accepted for admission only by the appropriate authority designated by the Senate.
- 5.1.1 (e) No applicant shall be admitted to an undergraduate programme unless he or she has satisfied the General Entry Requirements of the University as determined by the Senate and the entry requirements for the programme concerned as approved by the Senate or under delegated authority.
- 5.1.1 (f) No applicant shall be admitted to a postgraduate taught or graduate taught programme unless he or she has satisfied the entry requirements for the programme concerned as approved by the Senate or under delegated authority.
- 5.1.1 (g) To gain admission to a research degree programme (with the exception of the Doctor of Dental Surgery (DDS) or Doctor of Medicine (MD)) an applicant must comply with the following entry requirements:
- (i) attainment of an Honours degree (normally a First or Upper Second Class Honours degree or equivalent) awarded by an approved university in an appropriate subject, or
- (ii) attainment of an alternative qualification or qualifications and/or evidence of experience judged by the University as indicating an applicant's potential for research and as satisfactory for the purpose of entry to a research degree programme.

In addition

- (iii) Admission and Registration for a research degree programme may be conditional on satisfactory completion of preliminary study, which may include assessment. The time taken for the preliminary study will not be counted towards the period of Registration prescribed in subsection 5.2.3, for the completion of the research degree.

- (iv) The field of research shall be subject to approval by the relevant Head(s) of the Principal Academic Unit in advance of Registration to ensure that appropriate supervisory support is available.
  - 5.1.1 (h) Subject to general law, the University reserves the right to refuse admission to any applicant to any programme without assigning any cause.
  - 5.1.1 (i) Admission depends on satisfactory command of written and spoken English. Specific requirements for English language ability shall be as specified in appropriate University publications.
  - 5.1.1 (j) Any Registered Student who has made a false statement in the admission or Registration process shall be liable to have his or her Registration declared void by the Registrar and Secretary. Any such decision shall have been preceded by an opportunity for the Registered Student to submit representations.
- 5.1.2 Accreditation of Prior Learning and Prior Experiential Learning (AP(E)L)**
- 5.1.2 (a) Applicants may be admitted onto taught programmes of study and research degree programmes with taught elements on the basis of credit achieved on another programme or at another institution or through work experience which has been accredited. Credit achieved in this way may, where relevant, contribute towards the achievement of the credit requirements of the University of Birmingham programme concerned in accordance with procedures approved by the Senate or under delegated authority.
  - 5.1.2 (b) (i) In the case of taught programmes of study, the use of pre-awarded credit towards a University Award is subject to a maximum of two-thirds of the total credits required for the Award. Successful completion of the Award depends on achievement of the remaining credits at the same level as, or at a more advanced academic level than, the pre-awarded credits. These credits must include any compulsory dissertation or thesis element stated in the programme requirements (see subsection 6.1.2).
  - (ii) In the case of research degree programmes with taught elements, the use of pre-awarded credit towards a University Award is subject to a maximum of one-third of the total credits required for the Award. Successful completion of the Award depends on achievement of the remaining credits (which must include any compulsory dissertation or thesis element stated in the programme requirements) at the same level as or at a more advanced academic level than the pre-awarded credits (see subsection 6.1.4).
  - 5.1.2 (c) The marks awarded in assessment of pre-awarded credit do not count towards the final degree classification, which is therefore determined entirely upon marks taken from modules taken within the University of Birmingham.

## **5.2. Registration**

### **5.2.1 General**

- 5.2.1 (a) On Registration every Registered Student shall declare obedience to the University Legislation.
- 5.2.1 (b) It is the responsibility of individual Registered Students to notify the University of any changes to their personal details, such as home or term-time address, by means of amending personal data held within the Registration pages of the Registered Student Portal.
- 5.2.1 (c) Registered Students must inform the University in writing of any intention to withdraw from any programme, whether permanently or temporarily.
- 5.2.1 (d) A Registered Student on a full-time programme of the University may not simultaneously attend any other full-time programme of this or any other University or Higher Education Institution.

**5.2.2 Registered Students Following Taught Programmes of Study**

- 5.2.2 (a) Registered Students normally register for a University Session on either a full-time or part-time basis. Exceptions may include Registered Students on individual modules, Registered Students repeating modules, AP(E)L Students, occasional Students, those on exchange visits and Registered Students who may have taken an approved interruption of studies.
- 5.2.2 (b) The University Session consists of normally 30 weeks as specified by the council which is divided into two Semesters, each notionally comprising fifteen weeks of learning, teaching and assessment, organised as follows:
- Learning and teaching for Semester 1: 11 weeks
  - Learning and teaching for Semester 2: 11 weeks
  - Combined Semester 1 and Semester 2 revision and examination period: 8 weeks, comprising 2 weeks for revision and 6 weeks for examinations and results processing.

These three periods correspond to the three terms of the University Session.

- 5.2.2 (c) Unless otherwise stated in programme requirements, a Registered Student's Registration on a programme shall begin at the start of a University session.
- 5.2.2 (d) A Registered Student may be required to attend outside the weeks of a University Session as specified below in 5.2.2 (f) (i).
- 5.2.2 (e) A Registered Student must not allow paid employment or other activities to conflict with the study required by the modules and programme for which the Registered Student is registered.
- 5.2.2 (f) (i) Full-time Registered Students must attend as required by their programme during University Session and also during such additional periods as may be prescribed for their programme.
- (ii) Part-time Registered Students are required to keep the pattern of attendance specified by the programme on which they are

registered.

- (iii) Any Registered Student who wishes to be absent from the University for any part of any University Session or other period of required attendance must first obtain permission of the Head of Principal Academic Unit (or nominee).

5.2.2 (g) Patterns of Attendance

- (i) For **undergraduate programmes of study**, the standard pattern of attendance, for a full-time Registered Student, is based on a credit load of 120 credits per University Session. Other patterns of attendance, for Registered Students registered on either a full-time or part-time basis, within the overall time limits for the Award concerned (see subsection 6.2.1), may be exceptionally agreed by the Senate or under delegated authority and subject to a maximum registration for 140 credits in any one University Session.
- (ii) The University may require that some taught and clinical elements of programmes be undertaken outside the University Session. Where this is the case, it shall be specified in the programme requirements.
- (iii) For taught postgraduate and graduate taught programmes, the standard pattern of attendance, for a full-time Registered Student, is based on a credit load of up to 180 credits per University Session. This equates to attendance of up to forty hours per week over 45 weeks. Therefore, a Registered Student may be required to attend outside the University session (as specified in 5.2.2 (b) above, and the glossary).
- (iv) Other patterns of attendance, for full-time or part-time Registered Students, within the overall time limits for the Award concerned (see subsection 6.2.2), may be exceptionally agreed by the Senate or under delegated authority.

- 5.2.2 (h) Where programmes are available in both full-time and part-time modes, Registered Students may be permitted to transfer between modes at an appropriate point in the programme as specified by the College(s) concerned. At the time of transfer the Registered Student shall be informed in writing of the number of credits still required for successful completion of the programme and the time by which these must be attempted.

**5.2.3 Registered Students Following Research Degree Programmes**

- 5.2.3 (a) Registration must be completed prior to commencing the programme. Retrospective Registration may be permitted but only in exceptional circumstances and with the approval of the Senate or under delegated authority.
- 5.2.3 (b) Only Registered Students are entitled to supervision and research training, and access to computing, laboratory or other University facilities.
- 5.2.3 (c) A Registered Student is required to register annually until he or she has

submitted the thesis and any other required reports or until the Senate or delegated authority has approved a recommendation from his or her Head of Principal Academic Unit that he or she needs no longer remain registered. A Registered Student must remain registered whilst he or she requires substantive supervision and/or access to computing or laboratory facilities.

- 5.2.3 (d) A Registered Student who has completed the minimum period of study (see subsection 6.2.3) and whose research is sufficiently advanced such that he or she does not require substantive further supervision and/or access to computing or laboratory facilities while completing the writing of the thesis may be transferred to writing up status on the recommendation of the relevant Head of Principal Academic Unit.
- 5.2.3 (e) A Registered Student who is transferred to writing up status as per 5.2.3 (d) above shall pay a Continuation Fee until submission of the thesis. Payment of the Continuation Fee enables a Registered Student to continue to use the library and access his or her computer account but does not entitle a Registered Student to substantive supervision or access to other academic facilities.
- 5.2.3 (f) Continued registration as a Registered Student will be subject to satisfactory progress and to satisfactory performance in examinations or other assessments.
- 5.2.3 (g) On the recommendation of the Head of Principal Academic Unit, the Senate or delegated authority may require the termination of a Registered Student's registration as per clause 7.8.3 (e).

#### **5.2.4 Provision for Split Location Postgraduate Research Study**

- 5.2.4 (a) A Registered Student on a research degree programme will normally carry out his or her research and be supervised on University premises.
- 5.2.4 (b) A Registered Student, registered for a degree by research alone, may apply to the Senate or delegated authority to spend most of the period of study away from the University in his or her country of residence with shorter periods at the University.
- 5.2.4 (c) The procedure governing such applications shall follow that specified in the Code of Practice on Split Location for Postgraduate Research.

#### **5.2.5 Registration for Research Degrees by Research Fellows and Research Associates**

- 5.2.5 (a) Research Fellows or Research Associates may register as a candidate for a research degree as per the Code of Practice on Admission of Students.

#### **5.2.6 Registration for Research Degrees by Staff Holding Honorary Titles**

- 5.2.6 (a) Members of Staff holding honorary research titles will not normally be permitted to register for research degrees.
- 5.2.6 (b) The Code of Practice on Admission Students may specify exceptions to

this Regulation.

- 5.2.6 (c) In cases where Registration for a research degree is known to be specifically intended as a principal purpose of an academic visitor's presence at the University, permission to register should be requested at the same time as the recommendation for the conferment of the honorary title.

#### **5.2.7 PhD by Published Work**

- 5.2.7 (a) The criteria and procedures for registering as an applicant for the degree of PhD by published work shall be specified in the Code of Practice on Assessment and Award of PhD by Published Work.
- 5.2.7 (b) A Registered Student registered on postgraduate research degree programmes shall not be eligible to register as candidates for the degree of PhD under this regulation.
- 5.2.7 (c) A Registered Student registered on postgraduate research degree programmes who is a member of University Staff may transfer from his or her existing mode of Registration to become candidates for the degree of PhD by published work, provided that he or she fulfils all of the required criteria.

#### **5.2.8 Higher Doctorates**

- 5.2.8 (a) The criteria and procedures for applying for candidature of the following higher doctorates of the University:
- Doctor of Divinity (DD)
  - Doctor of Engineering (DEng)
  - Doctor of Letters (DLitt)
  - Doctor of Music (DMus)
  - Doctor of Science (DSc)
  - Doctor of Laws (LLD)
  - Doctor of Social Science (DSocSc)

shall be specified in the Code of Practice on Assessment and Award of Higher Doctorates.

#### **5.2.9 Module Registration**

- 5.2.9 (a) Registered Students on taught programmes and Registered Students on research degree programmes with taught elements shall register for modules in accordance with the relevant programme requirements. Registration may be subject to other factors such as the Registered Student's prior subject knowledge, timetabling or resource constraints.
- 5.2.9 (b) It is the responsibility of each individual Registered Student to ensure that he or she is correctly registered for the modules specified in the programme requirements of his or her programme.

**5.2.10 Registered Student identity cards**

- 5.2.10 (a) A Registered Student is issued with a University Identity Card on registration at the commencement of his or her studies.
- 5.2.10 (b) The card remains the property of the University, may be withdrawn at any time for good reason, and shall be surrendered if the holder ceases to be a Registered Student of the University.
- 5.2.10 (c) The use of the card is personal to the individual to whom it is issued and no Registered Student shall permit the use of his or her card by another person, whether a member of the University or not.
- 5.2.10 (d) If a Registered Student's likeness on the University Identity Card becomes unrecognisable through changes to the Registered Student's appearance then the Registered Student must request a new card.
- 5.2.10 (e) A Registered Student found to be using an identity card belonging to another person may be subject to disciplinary procedures, as per clauses 8.2.1 (e) and 8.2.1 (l).
- 5.2.10 (f) No Registered Student may use or tamper with a University identity card in such a way as to use or gain benefit from or access to buildings, services or other facilities of the University to which he or she is not entitled.
- 5.2.10 (g) A Registered Student is required to produce the card to confirm his or her identity when asked to do so by a member of University Staff.

**5.2.11 Registration Arrangements for Sabbatical Officers of the Guild of Students**

- 5.2.11 (a) A Sabbatical Officer who has not completed his or her academic programme shall, as soon as possible after his or her election and not later than the 1st June following, consult the Director of Academic Services about the arrangements for taking Sabbatical Leave.
- 5.2.11 (b) During his or her period of office, a Sabbatical Officer shall be deemed to be a Registered Student of the University and shall, for example, retain full library usage rights and full access to WebCT accounts and shall be subject to compliance with University Legislation.
- 5.2.11 (c) Any Registered Student may serve two terms of office as a Sabbatical Officer. However, leave of absence from a programme for the purpose of taking office as a Sabbatical Officer of the Guild of Students will not be granted for more than one year in all to any individual Registered Student. Therefore, a Registered Student may only serve for a second term of office on completion of his or her programme.

**5.3. Registration Status**

**5.3.1 Fees**

- 5.3.1 (a) The Director of Finance shall collect all Student fees (including tuition, accommodation and other fees) and any fees which are not determined by the Higher Education Funding Council (England) shall be assessed in consultation with the Director of Finance. All fees are payable upon



registration or re-registration unless the Registered Student has elected to pay instalments by Direct Debit.

- 5.3.1 (b) All fees are payable upon registration or re-registration unless the Registered Student has elected to pay instalments by Direct Debit.
- 5.3.1 (c) A non-refundable interest charge is applicable on tuition fee instalment plans of £4,000 or greater. The interest charge will not exceed 1% above the base rate of the Bank of England at the time of the instalment plan application. If the instalment plan is cancelled any outstanding balance will be due in full immediately.
- 5.3.1 (d) Tuition fees on registration shall be payable as quoted in the offer of admission. In accepting the offer of admission, the Registered Student accepts a contractual liability to pay the assessed fee for each year of the duration of his or her registration in accordance with these Regulations.
- 5.3.1 (e) All accommodation fees are payable at the times and in the manner set out in the e-Contract, without deduction or set-off. If a student has a concerns or complaints regarding the accommodation they are not permitted to withhold payment. The student should raise the concern immediately at the Village Reception or Accommodation Services, whichever is appropriate.
- 5.3.1 (f) A pre-payment is required to secure all accommodation. In accepting the offer of accommodation the student accepts contractual liability to pay the fee quoted during this process and accepts the Terms and Conditions attached to the accommodation contract.
- 5.3.1 (g) The absence of a signed contract does not materially affect the relationship between the student and the University. A contract is formed by the making of an offer and the student accepting the offer.
- The act of accepting and signing for the keys to the accommodation and moving in proves the existence of a contractual relationship and does not have to be evidenced by a signed contract. A student will be bound by the provisions of the accommodation Terms and Conditions contract without signing it, should a student sign for the property keys and move in.
- 5.3.1 (h) An application for accommodation is not an application for admission to the university as a student or vice versa.
- 5.3.1 (i) A research Registered Student who makes significant use of University facilities or resources including supervision during any period after the end of the minimum period required by the regulations for his or her degree is required to register and, as a consequence, to pay the full tuition fees appropriate to the period of Registration. Between the end of any such period and the submission of the thesis, research Registered Students will pay an annual continuation fee.
- 5.3.1 (j) Each Registered Student is responsible for the payment of his or her own fees, charges and debts and this responsibility is not affected by the University agreeing to a request of the Registered Student to invoice a third party for any fee or charge.

- 5.3.1 (k) A Student is permitted to request a transfer from one University owned accommodation to another, subject to availability. The student may be charged a fee towards the University's administrative and cleaning costs.
- 5.3.1 (l) For the purposes of tuition fees Registered Students are classified as either Home/EU, Islands or Overseas. The University acts in accordance with UK Government guidance on such classifications. If a Registered Student, having accepted the offer of admission, subsequently appeals against his or her tuition fee classification, the tuition fee shall remain payable as specified in 5.3.1 (e) above, while the appeal is being considered. Where an appeal is upheld in full or in part, the Director of Finance shall confirm the new rate of fee and any overpayment will be refunded.
- 5.3.1 (m) A Student shall be liable to a penalty as specified in sections i-vi below, if he or she fails to pay a tuition fee or charge when specified or if he or she does not comply with the rules of any scheme for payment of fees by instalments.
- (i) Any Student whose payment of fees or repayment of any loan is in arrears shall be excluded from the University upon non-payment following the issue of appropriate reminder letters and further charged a default interest of £50 or 1.5% whichever is greater.  
Following such exclusion, paragraphs (ii) to (vi) below shall apply.
  - (ii) Such a Registered Student will no longer be entitled to attend lectures, tutorials, laboratory classes or receive any other kind of teaching; to participate in any research activity in the University; to sit any examinations, or to present a thesis or other written work, or to use the University Library or any other University facility.
  - (iii) Registered Students with outstanding debts to the University will be prevented from re-registering, and only when these have been paid in full may they apply to be re-instated. Re-admission will be at the University's discretion.
  - (iv) Any Registered Student who has not paid an account for fees or any other item owing to the University in relation to his or her registration as a Registered Student shall not be eligible to have his or her coursework, examinations, dissertation, thesis or any other form of assessment marked or otherwise assessed, nor to have a degree conferred or otherwise to receive an Award from the University until his or her accounts have been paid.
  - (v) Any such Student shall not be eligible to apply for or to receive an approved transcript of his or her studies and results and the name of such Registered Students shall not be included in the pass list of any such Award until his or her accounts have been paid.
  - (vi) The Student will be required to vacate university owned accommodation (upon receipt of the University's notice to vacate) in accordance with the Terms and Conditions of the contract. In such cases the Student will be enquired to pay one months rent in lieu of notices or until the room is re-let, whichever is the earlier.

- 5.3.1 (n) Where monies have been received and there are tuition fees, accommodation fees and/or other outstanding debts to the University, the University reserves the right to allocate the funds in the following order:
- (i) All associated legal costs incurred during the recovery of the debt;
  - (ii) Accommodation fees;
  - (iii) Any other outstanding debt to the University.
  - (iv) Tuition fees.
- 5.3.1 (o) Any outstanding debt to the University may be pursued by the University using any civil remedy that may be available through the courts in addition to any of the penalties listed above. Where it is no longer considered cost-effective to pursue an outstanding debt through the Courts, the Finance Office may decide to write-off the debt. In order to do so, the Registered Student will be withdrawn from the University with immediate effect. The exclusion will remain on his or her record until full payment has been received. Re-admission thereafter will be at the University's discretion (see 5.3.1 (m)).
- 5.3.1 (p) If a student is in arrears with the payment of accommodation fees the University reserves the right to take both enforcement action for non-payment and also to issue a notice to for the student to vacate the accommodation should it decide necessary. Re-admission to university accommodation will be at the university's discretion.
- 5.3.1 (q) Following exclusion from the University for non-payment of fees, a Registered Student may make arrangements for deferred payment, either direct with the Finance Office, or via the University solicitors. However, the Registered Student must remain excluded and subject to all associated penalties until the debts and any consequent costs have been paid in full, see 5.3.1 (n).
- 5.3.1 (r) In cases of Registered Students repeating part of a programme, the fees will be paid on a pro-rata basis.
- 5.3.1 (s) Registered Students who withdraw from the University before the end of a session (or any other period of study for which a single tuition fee is paid) are not entitled to a refund of or reduction in any tuition fee, whether already paid or outstanding.
- 5.3.1 (t) A student has the right to withdraw the acceptance of the accommodation offer after the pre-payment has been made, providing that it is in writing, quoting your student ID number to Accommodation Services @ Living, University of Birmingham, University Centre, Edgbaston, Birmingham, UK, B15 2TT, or email [tocancelonlineaccom@contacts.bham.ac.uk](mailto:tocancelonlineaccom@contacts.bham.ac.uk) within 7 days beginning the day after the date on which you accept this offer of accommodation. The right does not apply where the accommodation is available for occupation before the end of the 7 day period and the student has taken up occupation.
- 5.3.1 (u) If a student vacates the accommodation before the end of the accommodation period, they will remain responsible for the

accommodation fees for the entire contracted period unless the student finds a student to replace them who is both acceptable to Accommodation Services and is someone who is not already living in other University owned or managed accommodation. Partial refunds of accommodation fees are only given where the University is able to re-let the Accommodation for the remainder of the contracted period. Refunds will be made by the University where reasonably considered appropriate by Accommodation Services, the University having first deducted a fair and reasonable amount to cover its administrative, cleaning and for repairs of any damage caused to the accommodation during your occupation.

- 5.3.1 (v) The student will be required to vacate University accommodation if they withdraw from their studies and cease to be a registered student or in the event that you are granted a formal leave of absence from the University (upon receipt of the University's notice to vacate) Or if the student commits serious or persistent breaches of the Terms and Conditions of the accommodation contract. In such cases you will be required to pay one month's rent in lieu of notice or until the room is re-let, whichever is the earlier.

#### **5.3.2 Health**

- 5.3.2 (a) The University reserves the right to require those accepted for admission to programmes of study to undergo medical examinations.
- 5.3.2 (b) The University requires its Registered Students to register with a General Practitioner in the United Kingdom.
- 5.3.2 (c) Any Registered Student who is suffering from any medical illness or condition, or in whose residence there is or has been an infectious illness which renders that Registered Student a possible danger to him or herself or to Staff and Students and/or to other persons with whom he or she will come into contact as a requirement of the programme, may be required to cease attending that programme. Such a decision and any conditions applied would be taken by the Registrar and Secretary in accordance with the Code of Practice on Suspension from Study on Health Grounds and in the most serious cases may require permanent withdrawal from the University.

#### **5.4 Intellectual Property**

All Registered Students must comply with the University's procedures for notifying any invention, device, discovery, material, product or process, computer software or other potentially valuable result, or innovation which it is considered might have commercial significance, whether patentable or not, developed or invented during the course of the Registered Students' research or study at the University. All Registered Students must make assignment of all rights in such intellectual property to the University. Details of the University's procedures involving sharing of revenue from exploitation are available from the Director of Research and Knowledge Transfer within each of the Colleges, the office within the University with responsibility for commercial exploitation of research results or the Registrar and Secretary. The procedures and arrangements for

notification and exploitation will be the same as those for Staff in the University set out in Regulation 3.16, Patents and the Exploitation of Inventions.